FARMERS BRANCH COMMUNITY RECREATION CENTER MEMBERSHIP AGREEMENT

| First Name | Last Name | | M/F | Date of Birth | Age |
|---|---|--|---|--|-------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Main contact on accor | unt information - | - | | | |
| Address: | | | | | |
| City: | | Zip Co | ode: | | |
| Home # | _Work # | | Cell# | <u> </u> | |
| E-mail: Note: Ages 18 years and older are are between the ages of 18-immediate family members Type of Membership: BASIC Individual | e required to purchase 22 years and enrolle qualify for family me | se their ed in ar embers BASI | r own me n education ships (fath C nily | onal institution. Or her, mother, childre | nly en). |
| □Individual CFBISD or Co □Individual Corporate □Individual Non-Resident | | □Fam | nily Corpo | SD or COFB Empl orate Resident | loyee |
| BASIC + FITNESS □Individual □Individual CFBISD or CO □Individual Corporate □Individual Non-Resident □College Seasonal □Try-It Before You Buy It □Hotel Payment Option: | OFB Employee | □Fam □Fam □Fam | nily CFBI nily Corpo | SD or COFB Emp | loyee |
| □Pay in Full □Bank/C (*attach form) Monthly bank drafts occur up to two days to post to y | on the 16 th or next | | | . • | |

Waiver of Liability, Release, and Indemnity Agreement

We, the undersigned, and the legal parent(s) and quardian(s) of minor child(ren) listed herein, as an inducement to the City of Farmers Branch to allow myself and the said minor(s) to participate in its recreation and leisure program(s), and for in consideration of the City of Farmers Branch granting the privilege to the said minor to participate in the same programs(s), and recognizing that recreational activity involves certain inherent dangers, including but not limited to the possibility of physical danger, harm, accidents, and injuries, do hereby agree to and do assume any all risks arising from any incident, action, occurrence, or activity occurring on public, private, or other property, which affects the said minor or us in any manner whatsoever, and do hereby release and agree to hold harmless and to indemnify the City of Farmers Branch, its officials, Department of Parks and Recreation, officers, agents, and employees, in both their official and individual capacities, from any and all liability, claims (including claim for attorney's fees and costs of court), suits, demands, or causes of action or alleged causes of action, belonging to myself or the said minor, which may arise, or may be alleged to have arisen, in any manner whatsoever, from participation in the multiple program(s), including but not limited to, any claims, suits demands, or causes of action arising out of the transportation of myself or said minor child, the administration of medication to myself or said child, or emergency treatment waiver, provided to myself or said minor, and specifically including liability, claims, suits, demands, or causes of action which arise, or which allegedly arose, from the sole negligence of acts or omissions of the City of Farmers Branch, its officers, agents, employees, or officials.

We voluntarily choose to allow ourselves or the said minor to participate in this program for educational, recreational, and personal reasons without promise, expectation, or receipt of monetary compensation. I do hereby grant and give these groups the right to use my or my child's photograph or image with or without my or my child's name both single and in conjunction with other persons or objects for any and all purposes, including but not limited to, private or public presentations, advertising, publicity and promotion relating thereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Farmers Branch Parks and Recreation Department harmless of and from any and all liability of whatever nature, which may arise out of result from such uses.

It is further agreed that the execution of this release shall not constitute a waiver by the City of Farmers Branch, its officers, agents, officials, and employees, of the defense of governmental immunity, where applicable or to defenses predicated on the Texas Automobile Guest Statute, Chapter 72 of the Texas Civil Practice and Remedies Code, or any other defense, claim, cause of action or assertion of any kind or nature, recognized by any court of law, administrative agency, or other entity.

Further, in case of accident, injury or sudden illness, I authorize any first-aid or emergency medical care which may become necessary for my child, ward or myself while enrolled in any activity or program administered by the City. Also, I authorize that my child, ward or I may be transported to a local medical facility. If I cannot be reached in an emergency, I hereby grant permission for my child or ward named to receive all appropriate medical treatment necessary. By executing this document, I hereby assume, on behalf of my child or ward, all risk of injury or loss to which he or she may be exposed.

We certify that we have read the foregoing instrument, that we understand its terms and conditions, that we make this waiver voluntarily, and that we have not relied upon any representations made by the City of Farmers Branch, or its officers, agents, officials, or employees in signing this release. We further certify that we understand that in making this waiver of liability and indemnity agreement we are making a decision of substantial legal significance concerning our minor child and ourselves.

Last of all, we agree to and have read information regarding rules and regulations of the Community Recreation Center that include the Center Guidelines, Rules and Policies, and if applicable the Teen Code of Ethics.

This waiver is valid for a twelve (12) month period and is renewable automatically for additional twelve (12) month periods unless written termination is received at least thirty (30) days prior to the commencement of any new twelve (12) month period.

| Signature | Date |
|-----------|------|
| Signature | Date |
| Signature | Date |

Signature required of all family members 18 years of age and older

FARMERS BRANCH COMMUNITY RECREATION CENTER

Center Guidelines

When you are visiting the Farmers Branch Community Recreation Center:

- Please scan your membership card upon arrival to the Center. (Fitness area and track users scan upstairs. All other users scan downstairs.)
- Please stay safe by following the rules posted in each area of the building
- > Respect the rights of others and obey the law by not using tobacco products, alcohol, or illegal substances
- Please supervise your children and be sure to accompany children under age 7 at all times
- Respect other guests by behaving, dressing, and speaking appropriately
- Please inform staff of any injury, hazard, or inappropriate behavior
- Respect your facility by disposing of trash properly and using equipment with care
- Please take advantage of the Information Desk by asking staff for assistance and information

Center Rules & Policies

The Center Guidelines apply to all areas of the facility. Each area has rules posted specific to the area use and safety.

Member privileges may be suspended or revoked by the City to violators of the law, City ordinances, policies, rules or general guidelines. Membership fees will not be refunded or pro-rated during suspension periods or if membership is revoked.

Basic memberships expire annually. Fitness memberships are continuous. If using the Bank Draft/Credit Card or payroll deduction payment option you must give 30 day written notice to cancel your membership.

Memberships are non-refundable.

Members must show their Membership ID card every time. Replacement cards are \$3.00 each.

| to be initialed by each user of the Teen Room |
|--|
| I am between the ages of 12-16 years. I agree to bring my membership card each visit. I agree to clean up after myself (including food wrappers, drinks, etc). I agree to enter only parts of the facility in which I am permitted. I agree to follow all facility rules. I understand that I am required to show respect towards the facility, staff, and visitors at all times. I understand that in return, staff will be respectful towards me. I understand that the City has a "zero tolerance" policy and that failing to follow any of the above may result in me being dismissed from the facility, program, and/or event. I understand that depending on the severity of the incident, I may be suspended from the facility (length of suspension to be determined by Recreation Manager). |
| Parent/guardian to initial each line: |
| I agree to review the facility rules I agree to abide by facility hours. I understand that dropping my child off before the facility opens and/or picking up my child late is not permitted. Furthermore, I understand that my child may be dismissed from the facility, programs, and activities if I fail to abide by this policy. I understand that my child may have access to PG-13 movies, MTV, VH1, related programs, and the Internet while in the facility. Staff will monitor TV programs/computer usage during this time. I agree to update staff in a timely manner if I have any address and/or phone number changes. |
| Signature of Teen(s) Date |
| Signature of Parent(s) Date |
| Additional Signatures: |



Farmers Branch Community Recreation Center Physical Activity Readiness Questionnaire (PAR-Q) and You

Regular physical activity is fun and healthy and increasingly more people are starting to become more active every day. Being more active is very safe for most people. However, some people should check with their doctor before they start becoming more physically active.

If you are planning to start an exercise program at the Farmers Branch Community Recreation Center, we would like for you to answer the seven questions below. If you are between the ages of 15 and 69, the PAR-Q will tell you if you should check with your doctor before you start. If you are over 69 years of age, and are not usually very active, check with your doctor.

| Please read the questions carefully and answer each one honestly. | |
|---|--|
| Circle YES or NO | |

- 1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?

 YES NO
- 2. Do you feel pain in your chest when you do physical activity? YES NO
- 3. In the past month, have you had chest pain when you were not doing physical activity?

YES NO

4. Do you lose your balance because of dizziness or do you ever lose consciousness?

YES NO

5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?

YES NO

6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?

YES NO

7. Do you know of any other reason why you should or should not participate in physical activity?

YES NO

If yes, please explain:

If you answered

YES to one or more questions

The physician's statement and clearance form will need to be completed by your doctor BEFORE you may start an exercise program at the Farmers Branch Community Recreation Center. Tell your doctor about this form, which questions you answered YES and the exercise program you would like to begin.

NO to all questions

You can be reasonably sure that you can start an exercise program at the Farmers Branch Community Recreation Center. A fitness assessment is highly recommended to determine your basic fitness level so you can plan the best way for a healthy lifestyle.

Please note: If your health changes so that you answer YES to any of the above questions, please inform the fitness staff and your health professional as soon as possible.

| I have read, understood and completed this questionnaire. | Any questions I had were answered to my full satisfaction |
|---|---|
| Name | Date |
| Signature | |
| Signature of Parent/Guardian | |
| (if under the age of 18) | |



Farmers Branch Community Recreation Center Physician's Statement and Clearance Form

At the Farmers Branch Community Recreation Center, your safety is our primary concern. On the PAR-Q form you just completed, you answered YES to one or more of the questions, which may impair your ability to exercise safely. For this reason, you need to have a physician complete and return this medical clearance form before you can begin exercising at the Farmers Branch Community Recreation Center.

We recognize that you are eager to start your exercise program, and we sincerely regret any inconvenience that this may cause you. However, please keep in mind that we want your exercise experience to be safe as possible.

In order to expedite this process, we will gladly fax this form directly to the physician of your choice. If the doctor is aware of your medical history, he/she may be able to complete this form and fax it back to us.

| Member's signature | Date |
|---|---|
| Information requested for | |
| Reason for medical clearance | |
| Physician's name | Phone |
| Address | |
| Fax | _ |
| | For Physician Use Only |
| Please check one of the following statements: | |
| I concur with my patient's participation | with no restrictions. |
| I concur with my patient's participation i | in an exercise program if he/she restricts activities to: |
| | |
| • | an exercise program (if checked, the individual will not be allowed |
| | mers Branch Community Recreation Center until medical clearance has |
| been given.) | |
| Reason: | |
| Physician's name | |
| Physician's signature | Date |

Please return fax to: Jason Peebles, Recreation Supervisor, ph: 972.247.4607 or fax: 972.919-8799

Print this form for CHECKING draft payment option and attach a voided check

| Member Name: | | | Date: | oc. |
|--|---|---|--|--|
| Last Address: | First | MI | E-mail: | |
| Home Phone: | Work Phone: | | Cell/Pgr: | |
| ity shall remain in full force and effect until written n | notification is received from me to a) r | not renew my annual m | | ie to relocation . Notifi |
| | notification is received from me to a) r n of membership or relocation. I und rship may be canceled if sufficient fu | not renew my annual m Ierstand that this autho | nembership or b) to cancel my membership du prization does not serve to reduce my obligation the authorized account. | ue to relocation . Notifion on to pay my members |
| ity shall remain in full force and effect until written n shall be received at least 30 days prior to expiratior in any way. Furthermore, I understand my member | notification is received from me to a) r n of membership or relocation. I und rship may be canceled if sufficient fu | not renew my annual m lerstand that this autho nds are not available in | nembership or b) to cancel my membership du prization does not serve to reduce my obligati n the authorized account. | ue to relocation . Notifion to pay my members Stap |
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Print this form for CREDIT/DEBIT CARD draft payment option

| I authorize this inform | nation to be kept on file | for future use: | Yes No Type | of card: \square VISA \square MasterCard \square I | Discover | Diner's Club |
|---|--|---------------------|----------------------|---|------------|-------------------|
| Bank Name or Credit | Card: | | | Bank/Card Phone : | | |
| Credit Card #: | = | 2.7 | | Expiration Date on Credit Card: | 20 | _/ |
| Billing Address of Cr | edit Card Holder:s | treet | | City | State | Zip |
| Phone Number of Cre | dit Card Holder: () | - | Print Name | of Card Holder: | | |
| Card with the issuing arrangement and any | bank upon my signature late fee which results. B | . If the City of Fa | rmers Branch is unal | oducts and / or services and to verify the ble to process my payment, I will be resp ledge that I have read and agree to all of | oonsible f | or an alternate p |
| given is complete and | accurate. | | | | | |